



Cochise County Board of Supervisors

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RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, January 26, 2016 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 5, 2016.

Community Development

2. Approve the Professional Service Agreement (PSA) 16-20-CDD-04 with PSOMAS in the not to exceed amount of \$280,000 for plan reviews and inspection services for the SunPower Corporation 20 megawatt photovoltaic solar array power plant project for the Community Development Department.

County Attorney

3. Approve Grant Award - Federal Grant 2014-VA-GX-0018, CFDA #16-575, Grant Agreement #2014-261 for victim witness program in the amount of \$97,251 for the period October 1, 2015 through September 30, 2016.

County Sheriff

4. Approve Amendment 1 to Contract 14-AZDOHS-OPSG-140412-01 between the Cochise County Sheriff's Office and the Arizona Department of Homeland Security (DOHS) to grant a contract extension February 29, 2016 to use the remaining funds in the amount of \$49,770.12.

Court Administration

5. Approve reappointment of Superior Court Judges Pro Tempore, Terry Bannon and Judge Pro Tempore Margaret Macartney pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144 for the period beginning July 1, 2016 to and including June 30, 2017.

Finance

6. Approve demands and budget amendments for operating transfers.

Health & Social Services

7. Approve the Amendment from the U.S. Department of Education (USDOE), with Arizona Department of Education (ADE) as fiscal agent to provide Child Care Health Consultant (CCHC) Services to high need communities, determined by the ADE in the amount of \$4,380 to cover transportation to Tier 1, 2 or 3 schools, along with nursing hours, until June 30, 2016.

PUBLIC HEARINGS

Board of Supervisors

8. Presentation and Public Hearing for Fiscal Year 2016 Community Development Block Grant (CDBG) application process for Cochise County to receive public input and identify community needs for consideration of funding.
9. Approve an agent change/acquisition of control liquor license application for a series #12 (restaurant) liquor license submitted by Mr. Robert Barnes for Turquoise Valley Golf Course, located at 1794 Newell Road, Naco, AZ 85620.

ACTION

Board of Supervisors

10. Approve the over-the-counter sales of tax deed properties remaining unsold following the July 2015 online tax deed land auction and subsequent over-the-counter sales, as set forth in the attached Exhibit A, plus related administrative fees.

County Sheriff

11. Approve Stone Garden Agreement 15-AZDOHS-OPSG-150401-03 between the Arizona Department of Homeland Security (AZDOHS) and the Cochise County's Sheriff's Office for overtime and mileage in support of the Border Patrol's mission against illegal immigration and drug smuggling in the amount of \$1,000,000 for the period of January 1, 2016 through December 31, 2016.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Consent 1.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of January 5, 2016.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 01/26/2016

Approve Professional Service Agreement (PSA) 16-20-CDD-04 for Plan Review and Inspection Services.

Submitted By: Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature
Required**# of ORIGINALS** 2
Submitted for Signature:**NAME**
of PRESENTER: Terry Hudson**TITLE**
of PRESENTER: Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**
or Basis for Support?:**Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the Professional Service Agreement (PSA) 16-20-CDD-04 with PSOMAS in the not to exceed amount of \$280,000 for plan reviews and inspection services for the SunPower Corporation 20 megawatt photovoltaic solar array power plant project for the Community Development Department.

Background:

PSOMAS is currently on the County's on call list for civil and commercial site improvement plan review and inspections created by solicitation Request for Qualifications (RFQ) 15-05-CDD-04 awarded on November 1, 2014. The Consultants fees will be reimbursed back to the County by SunPower Corporation.

Department's Next Steps (if approved):

Execute professional service agreement, monitor Consultants performance, charge review and inspection fees back to SunPower Corporation.

Impact of NOT Approving/Alternatives:

The solar array power plant would not be constructed.

To BOS Staff: Document Disposition/Follow-Up:

Two copies of the Professional Service Agreement will be hand carried to the Clerk of the Board after Consultants signature is obtained.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

**Fiscal Impact & Funding
Sources (if known):**

There is no direct fiscal impact associated with this recommendation. All plan reviews and inspection fees charged by PSOMAS will be charged back and reimbursed by the SunPower Corporation.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

Approve the Arizona Department of Public Safety Victims of Crime Act (VOCA) Victim Assistance Grant Program Agreement

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 3
Submitted for Signature:

NAME N/A
of PRESENTER:

TITLE N/A
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate Title 13, Chapter 40
or Basis for Support?: and Title 8, Chapter 3,
Article 7, and 41-2407

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Grant Award - Federal Grant 2014-VA-GX-0018, CFDA #16-575, Grant Agreement #2014-261 for victim witness program in the amount of \$97,251 for the period October 1, 2015 through September 30, 2016.

Background:

The award amount of \$97,251 is to be used to expand Cochise County Attorney's Victim Witness Program to provide victim assistance services during FY 15-16. These funds along with the required matching funds will provide for the 2 new full time Victim Advocates' salaries and part of a Program Manager's salary, to provide quality services to victims of crime throughout Cochise County and reinstate the Victim Witness Volunteer Program. The new Victim Advocates will spend a major amount of their time in the lower courts to ensure that Cochise County crime victims are aware of and receive the full gamut of victim services and provide a go-between between victims and prosecutors. The Program Manager position will provide criminal justice system assistance in the superior court, compensation assistance, notification, administer the program through grant writing and administration, budget development and administration, statistical data preparation, and develop and implement policies and procedures. Fiscal Impact & Funding Sources: Fund 130 -VOCA Grant Award \$97,251. Must match \$24,313 with the grant as follows: Fund 126 – Attorney General's Victim Rights Program Award will match \$23,150 with the remaining \$1,163 coming from General Fund.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the Arizona Department of Public Safety for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

If not funded, the positions under this grant will not exist and many Cochise County crime victims will continue to be underserved, provided with a minimum of victim assistance, or no assistance at all. Cochise County desperately needs the VOCA Grant in order to reinitiate its Victim Advocacy Project and bring staffing to necessary levels. In past years, thousands of Cochise County crime victims have gone without vital services besides simple, mandated notification, leading to heightened and unnecessary victim suffering, victims being unable to access resources they desperately need. The positions funded by this grant will also perform mandated services with a workload of approximately 200-300 notifications to victims per week. If notifications are not done or done in a timely manner it places the County in a liability position.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soon as it is available, to CAO.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2016-2016

One-time Fixed Costs? (\$\$\$): -0-

Ongoing Costs? (\$\$\$): -0-

County Match Required? (\$\$\$): 24,313

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 33,192

Source of Funding?: Fund 130

Fiscal Impact & Funding Sources (if known):

\$1,163 General Fund; \$23,150 Fund 126

Attachments

VOCA - Cochise County Grant Approval Form #2014-261

DPS Grant Agreement No. 2014-261

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____	Department/Division: _____
Date Prepared: _____	Telephone: _____
Grantor: _____	Grant Title: _____
Grant Term From: _____ To: _____	
Fund No/Dept. No: _____	Note: Fund No. will be assigned by the Finance Department if new.
New Grant <input type="checkbox"/> Yes <input type="checkbox"/> No	Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

Is County match required? ☐ Yes ☐ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☐ Yes ☐ No Identify Funding Source: _____

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☐

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☐ No

a) Total A-87 cost allocation _____

b) Amount of overhead allowed by grant _____ County subsidy (a-b) _____

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: _____

ARIZONA DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT (VOCA)
VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2014-VA-GX-0018
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: Cochise County Attorney's Office

ADDRESS: P.O. Drawer CA

CITY: Bisbee STATE: AZ ZIP: 85603-0170

2015/2016 AWARD AMOUNT: \$97,251

2015/2016 REQUIRED MATCH (NON-FEDERAL SOURCE): \$24,313

PROJECT PERIOD: 10/01/2015 to 09/30/2016

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

DPS Grant Agreement No. 2014-261

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 “Agreement” means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
 - 1.2 “Agreement Amendment” means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.
 - 1.3 “Application” means a written online Request for Grant Application (RFGA).
 - 1.4 “Days” means calendar days unless otherwise specified.
 - 1.5 “Direct Service” means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
 - 1.6 “Director” means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
 - 1.7 “DPS” means the Arizona Department of Public Safety.
 - 1.8 “Grant” means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
 - 1.9 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 “Match” means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
 - 1.11 “Project” means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
 - 1.12 “Services” means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
 - 1.13 “State” means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
 - 1.14 “Subgrant award agreement” means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
 - 1.15 “Subrecipient” means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

- 1.16 “VOCA” means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.

2.0 Subgrant award agreement interpretation.

- 2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.
- 2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.2.1 Special Conditions;
- 2.2.2 General Conditions;
- 2.2.3 DPS / VOCA Guidelines;
- 2.2.4 Federal VOCA Guidelines; OJP Financial Guide; applicable OMB circulars; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.
- 2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.
- 2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.
- 2.5 No parole evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.6 No waiver. Either party’s failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Subgrant award agreement administration and operation.

- 3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

- 3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).
- 3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in

DPS Grant Agreement No. 2014-261

them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

- 3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
- 3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.
- 3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.
- 3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- 3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:
 - 3.3.1 Monthly financial report due the 15th of each month;
 - 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
 - 3.3.3 Annual narrative report due 30 days following the close of the grant period;
 - 3.3.4 DPS victim assistance survey due annually upon request; and
 - 3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.
- Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.
- 3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.
- 3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2014-VA-GX-0018 plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.
- 3.5 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient's procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the OJP Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient's

application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.

- 3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.7 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 F.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.
- 3.10 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.11 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either - 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.12 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

No subrecipient under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 3.13 Prohibited activities. The following activities are prohibited under this subgrant award agreement:
 1. New construction.
 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain.
 3. A renovation which will change the basic prior use of a facility or significantly change its size.
 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
 5. Implementation of a program involving the use of chemicals.

- 3.14 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.15 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).
- 4.0 Cost and Payments.**
- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 Match waiver. Any award made with a match waiver pending approval from the U.S. Department of Justice is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 On-call time. The subrecipient shall not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.6 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.7 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.
- 4.8 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.9 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.10 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

- 4.11 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.12 Prohibited expense. The subrecipient shall not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 4.13 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 4.14 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

7.0 Grant Remedies.

- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.
- 7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the

project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.
- 8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contract start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements.

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (<http://www.azcjc.gov/ACJC.Web/victim/cbttraining.aspx>). If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have received victims' rights training from a the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**2015 - 2016
APPROVED BUDGET**

Budget line items:	Federal	Match	Total
Salaries and Wages	\$69,182	\$23,150	\$92,332
Fringe Benefits	\$28,069	\$ 1,163	\$29,232
Travel	\$ 0	\$ 0	\$ 0
Professional/Outside Services	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0
Other Operating	\$ 0	\$ 0	\$ 0
Total	\$97,251	\$24,313	\$121,564

For the Arizona Department of Public Safety:

Frank L. Milstead, Colonel
Director
Arizona Department of Public Safety

Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section as of December 16, 2015.

For the Subrecipient:

Project Director:

Signature: 

Brian McIntire, Cochise County Attorney

Date: 1-5-2016

Authorizing Official:

Signature: _____
~~Pat Call~~, Chairman, County Board of Supervisors
Richard Searle

Date: _____

Approved as to form:



Attorney for Subrecipient (optional)

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

Stone Garden contract extension

Submitted By: Ken Foster, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

**# of ORIGINALS
Submitted for Signature:** 2

**NAME
of PRESENTER:** Ken Foster

**TITLE
of PRESENTER:** Lieutenant

Mandated Function?: Federal or State Mandate

**Source of Mandate
or Basis for Support?:** ARS 11-441

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Amendment 1 to Contract 14-AZDOHS-OPSG-140412-01 between the Cochise County Sheriff's Office and the Arizona Department of Homeland Security (DOHS) to grant a contract extension February 29, 2016 to use the remaining funds in the amount of \$49,770.12.

Background:

Historically, the Sheriff's Office receives contracts (re-occurring) for funding in Operation Stone Garden. The funding is utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to place and dispatch additional resources (patrol units and detectives) in the field to locate, monitor, arrest and/or detain subjects and suspects involved in the above illegal activity. The funding also allows the Sheriff's Office to patrol remote areas of the county (like Portal AZ) during this operation/detail; where regular on duty patrol units cannot due to calls for service in more populated areas of the county. Units working the Stone Garden Operations main function(s) are to look for and combat the abovementioned illegal activities; however, the additional units are also available to assist the public as necessary.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will start/continue to participate with the US Border Patrol in Operation Stone Garden.

Impact of NOT Approving/Alternatives:

If not approved, the funding will be returned to the DOHS at which time they will re-allocate the funds back out to agencies in the State of Arizona, if they so request additional funding.

To BOS Staff: Document Disposition/Follow-Up:

Please return two copies with original signatures to the Sheriff's Office. ****NOTE**** A grant approval form was originally completed for this grant (14-AZDOHS-OPSG-140412-01) in 2015, when original authorization was granted therefore, another was noted completed for this extension request.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

2015 SG Extension

**SUBGRANTEE AGREEMENT Amendment #1
OVERTIME AND MILEAGE
14-AZDOHS-OPSG-140412-01
Between
The Arizona Department of Homeland Security
And
Cochise County Sheriff's Office**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on December 1, 2014 and shall terminate on December 31, 2015.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on December 1, 2014 and **shall terminate on February 29, 2016.**

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office

Enter the Name of the Subgrantee above


Authorized Signature above

Mark Dannels, Sheriff

Print Name & Title above

01/13/15
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

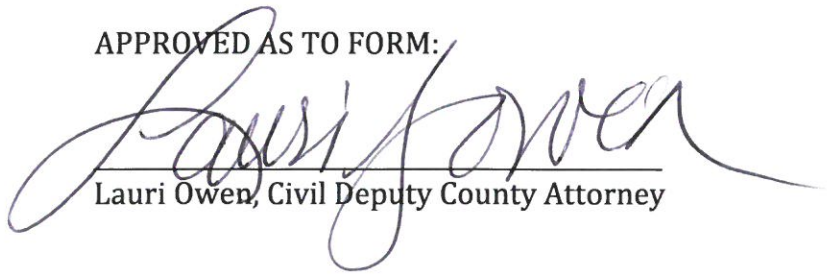
**SUBGRANTEE AGREEMENT Amendment #1
EQUIPMENT
14-AZDOHS-OPSG-140412-01
Between
The Arizona Department of Homeland Security
And
Cochise County Sheriff's Office**

Pat Call, Chairperson

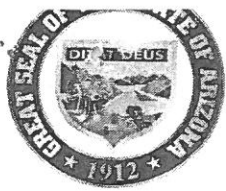
ATTEST:

Arlethe G. Rios, Clerk of the Board

APPROVED AS TO FORM:



Lauri Owen, Civil Deputy County Attorney



Governor Janice K. Brewer

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

November 28, 2014

Sheriff Mark Dannels
Cochise County Sheriff's Office
250 N. Judd Drive
Bisbee, AZ 85603

Subject: FFY 2014 Operation Stonegarden Grant Program Award
Subgrantee Agreement Number: **140412-01**
Project Title: **OPSG Overtime and Mileage**

Dear Sheriff Mark Dannels:

The Operations Plan that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime and Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$876,464**. The grant performance period is **December 1, 2014 through December 31, 2015**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original OPSG Subgrantee Agreements (NOTE: they are specific to the "Overtime/Mileage" and "Equipment" grants):
 - a. Overtime/Mileage Subgrantee Agreement for an Overtime/Mileage grant
 - b. Equipment Subgrantee Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov under Grants and download this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 (if applicable) above is not signed and received by AZDOHS on or before March 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- **Reimbursements for overtime are limited to 50% of the funded amount until FEMA-DHS-GPS approves the submitted PRICE Act Waiver request. After receipt of the approved waiver, AZDOHS will send a release for the remainder of the award.**
- All overtime deployments must be pre-coordinated with the Border Patrol in order for your agency to be eligible for reimbursement.
- Quarterly programmatic reports must be submitted on the most recent form/template.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to

1700 West Washington Street Suite 210 Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 364-1521 www.azdohs.gov

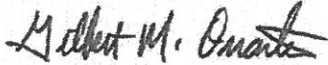
manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Commander Mark Genz

Attachments: OPSG Funding Addendum, EHP Designation Letter

SUBGRANTEE AGREEMENT
Operation Stonegarden Grant Program – Overtime

14-AZDOHS-OPSG-140412-01

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

Between

**The Arizona Department of Homeland Security
And
Cochise County Sheriff's Office**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the
Cochise County Sheriff's Office

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **December 1, 2014** and shall terminate on **December 31, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Overtime**" and funded at \$ 876,464.00 (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ 876,464.00 to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of

work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.
- d) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will

not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: www.gao.az.gov.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30)

days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss,

damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

- a) Programmatic Reports
- The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS.

The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

- b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)
- c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).
- d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.
- e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.
- f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings,

pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf
and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to

the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

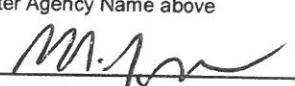
The AZDOHS shall address all notices relative to this Agreement to:

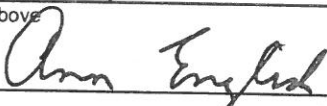
Sheriff Mark Dannels
Enter Title, First & Last Name above
Cochise County Sheriff's Office
Enter Agency Name above
205 N. Judd Drive
Enter Street Address
Bisbee, AZ 85603
Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

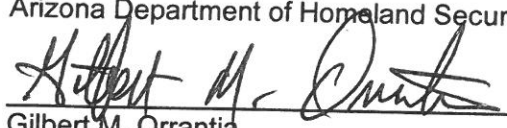
Cochise County Sheriff's Office
Enter Agency Name above

Authorized Signature above
Mark Dannels, Sheriff
Print Name & Title above

12/18/14
Enter Date above

Pat Call, Chairperson 1-06-15

ATTEST:

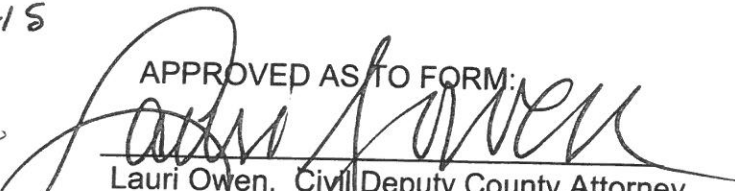

Arlethe G. Rios, Clerk of the Board

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

1/13/15
Date

APPROVED AS TO FORM:


Lauri Owen, Civil Deputy County Attorney

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Court Administration**Regular Board of Supervisors Meeting****Meeting Date:** 01/26/2016

Reappointments of Judges Pro Tempore

Submitted By: Regan Appelo, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** 12-141, 8-231, 12-144, 22-121, 22-122**Information****Agenda Item Text:**

Approve reappointment of Superior Court Judges Pro Tempore, Terry Bannon and Judge Pro Tempore Margaret Macartney pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144 for the period beginning July 1, 2016 to and including June 30, 2017.

Background:

The court is required to appoint judges Pro Tem with Board Of Supervisors approval.

Department's Next Steps (if approved):

Re-appointment of Superior Court Judge Pro Tems of Cochise County by Superior Court Presiding Judge.

Impact of NOT Approving/Alternatives:

No Judge to hear Juvenile Dependency cases.

To BOS Staff: Document Disposition/Follow-Up:

Notify Court Administration of approval of agenda item - send clerk's statement of outcome of item w/BOS' vote.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

FTF-STATE-16-0785-01

Submitted By: Linda Greenwood, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: Maureen Kappler

TITLE of PRESENTER: RN

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the Amendment from the U.S. Department of Education (USDOE), with Arizona Department of Education (ADE) as fiscal agent to provide Child Care Health Consultant (CCHC) Services to high need communities, determined by the ADE in the amount of \$4,380 to cover transportation to Tier 1, 2 or 3 schools, along with nursing hours, until June 30, 2016.

Background:

Background:

First Things First, an Arizona state program which utilizes funds from Tobacco Tax, are to be spent on increasing quality in child care facilities and pre-schools in Arizona. Cochise County Health Department has three CCHCs who provide consultation services in health and safety issues to childcare facilities and pre-schools. CCHCs receive training in order to provide Health and Safety Assessments, Caring for the Child with Special Needs, Safety and Injury Prevention, Infection Control and Injury Prevention, Nutrition and Physical Activity, Health Promotion for Staff, Parents and Children, Developmentally Appropriate Practices. CCHCs also offer assistance with developing health policies, resources for staff development and parent education. Since most child care providers do not have ready access to health resources to answer questions or assist them in health and safety planning, CCHCs fill this gap.

Department's Next Steps (if approved):

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Impact of Not Approving:

Three High Needs preschools (two in Douglas and one in Willcox) will not receive extra CCHC services to increase quality in their facilities, or extra services of CCHC would be provided free of charge, depending on workload.

To BOS Staff: Document Disposition/Follow-Up:

Originals to be signed by Department Director and returned to grantor.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☒

Amount Available: 4380.00

Unbudgeted: ☒

Funds NOT Available: ☐

Amendment: ☒

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2016

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 1206.00

Source of Funding?: grant

Fiscal Impact & Funding Sources (if known):

Net County subsidy = \$1,110.00

Attachments

Grant Approval Form

Executed Amendment

Executive Summary

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

CONTRACT AMENDMENT



Amendment #1

Page

1

of

1

Grant Agreement/Contract Award #
FTF-STATE-16-0785-01

Early Childhood Health and
Development Board
(First Things First)

4000 North Central Avenue,
Suite 800
Phoenix, AZ 85012

(602) 771-5001
(602) 265-0009 fax

CONTRACTOR:

Cochise Health & Social Services
1415 Melody Lane Bldg A
Bisbee, AZ 85603

PURPOSE OF AMENDMENT:

Pursuant to Special Terms and Conditions, "Amendment", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to amend the contract as follows:

1. Description of Services –

The Purpose of the Preschool Development Grant (PDG), offered through the U.S. Department of Early Learning, is to assist states in developing and enhancing capacity to deliver high-quality preschool programming as well as implement and sustain high-quality preschool for eligible children in selected high-need communities. The PDG that Arizona submitted outlined an ambitious but achievable plan to make high quality preschool programs more available and accessible in the identified High Needs Communities (HNCs) around the state. FTF has entered into an agreement with ADE to provide Child Care Health Consultation services to centers participating in the PDG.

- This amendment adds \$4,380.00 to your current contract to enroll 2 (number of centers) to your Target Service Units through June 30, 2016.
- Use of the additional funds will only be reimbursed for service provided with actual centers enrolled. The funding does not allow for anticipation of expenses or reimbursement for any slots that remain vacant by year's end. Funds not used for providers who never enroll must be returned.
- The centers to enroll will be provided and are participants of the ADE PDG. No other centers can be enrolled using this funding, unless communicated by First Things First.
- All centers are to be served using the existing SOW and SOP requirements for this strategy, Child Care Health Consultation.
- Child Care Health Consultant visits must be documented in the Extranet Activity Log.
- Child Care Health Consultants must coordinate and communicate with the QF Coach, ADE Specialist, and any other technical assistance providers working with the program to ensure seamless services.
- Any additional centers will be communicated by FTF in future amendments.
- Child Care Health Consultants delivering the service to PDG participants are required to participate in an overview of the Preschool Development Grant and the School Readiness Framework provided by ADE.

2. All other terms and conditions remain unchanged.

Contractor hereby acknowledges receipt and understanding of the contract amendment.

Signature

Mary Gomez

Name MARY GOMEZ

Title DIRECTOR

Date 1/12/16

The above referenced amendment is hereby executed effective October 1, 2015 once signed and dated below:

Josh Allen
CFO/COO

Date

Executive Summary Form

Agenda Number: HLT--

Recommendation:

Approve the Amendment from the U.S. Department of Education (USDOE), with Arizona Department of Education (ADE) as fiscal agent to provide Child Care Health Consultant (CCHC) Services to high need communities, determined by the ADE. The amount that is in the amendment is \$4,380.00 and is intended to cover transportation to Tier 1,2 or 3 schools, along with nursing hours, until June 30, 2016. The two preschools/communities that ADE has determined are Douglas Unified School District in Douglas which has two preschool rooms with high need children and Wesleyan Preschool in Willcox. The CCHC has been in contact with both entities.

Background:

First Things First, an Arizona state program which utilizes funds from Tobacco Tax, are to be spent on increasing quality in child care facilities and pre-schools in Arizona. Cochise County Health Department has three CCHCs who provide consultation services in health and safety issues to childcare facilities and pre-schools. CCHCs receive training in order to provide Health and Safety Assessments, Caring for the Child with Special Needs, Safety and Injury Prevention, Infection Control and Injury Prevention, Nutrition and Physical Activity, Health Promotion for Staff, Parents and Children, Developmentally Appropriate Practices. CCHCs also offer assistance with developing health policies, resources for staff development and parent education. Since most child care providers do not have ready access to health resources to answer questions or assist them in health and safety planning, CCHCs fill this gap.

Fiscal Impact & Funding Sources:

The ADE has received funding from the USDOE for the Preschool Development Grant (PDG). The purpose is to deliver, implement and sustain high quality preschool to child care sites in high needs communities. The amendment to our First Things First grant is for \$4,380.00, bringing the total of the grant up to \$82,444.

Grant Title	Contract #	Amount	Salaries + EREs	Authorized OH	A-87 O.H.	Net Co. Subsidy
PDG	FTF-STATE-16-0785-01	\$4,380.00	\$2,604.00	@3.6956% \$96.00	@46.31% \$1,206.00	\$1,110.00

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Three High Needs preschools (two in Douglas and one in Willcox) will not receive extra CCHC services to increase quality in their facilities, or extra services of CCHC would be provided free of charge, depending on workload.

Executive Summary Form

**Public Hearings 8.
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

FY2016 Community Development Block Grant (CDBG) Public Hearing

Submitted By: Lisa Marra, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint **Recommendation:** Approve

Document Signatures: BOS **# of ORIGINALS** 0
Signature **Submitted for Signature:**
NOT
Required

NAME Lisa M. **TITLE** Communications and
of PRESENTER: Marra **of PRESENTER:** Community Relations
Administrator

Mandated Function?: Federal or **Source of Mandate** 24 CFR 570.486
State
or Basis for Support?: Mandate

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation and Public Hearing for Fiscal Year 2016 Community Development Block Grant (CDBG) application process for Cochise County to receive public input and identify community needs for consideration of funding.

Background:

Cochise County is expected to receive approximately \$214,600 in FY 2016 Federal Community Development Block Grant (CDBG) funds from the Arizona Dept. of Housing Regional Account. The entitlement funds originate through HUD and are distributed to the State of Arizona with a partnership through our Council of Government, SEAGO, on a rotating basis every three years. In 2016, The County, along with The Towns of Duncan, Thatcher, and Patagonia and Huachuca City are anticipated to receive funding. The County may also apply for the next or all future State Special Project (SSP) or Colonia funds should those become available. CDBG and SSP Funds must be used to benefit low-income persons and areas, alleviate slum and blight, or address urgent need. Samples of projects that can use CDBG funds include: Public Infrastructure, Community Facilities, Housing, Public Services, and Economic Development. HUD guidelines suggest that only one project be funded instead of splitting funds between projects to ensure the project is fully funded. The County is allowed to apply for up to 3 projects. The County is also allowed to accept up to 18% for administration costs. The County has a Public Participation Process where individuals and community groups have the opportunity to present a proposed activity or project to the Board of Supervisors for Consideration. The Public has the right to present their project at this meeting, or they could have provided information to the Grants Director prior to this meeting for consideration by the Board today. No project may be considered if it is not discussed or presented at this initial Public Hearing. Strategic Plan: Goal 7 – Fiscal Responsibility.

Department's Next Steps (if approved):

Conduct a Work Session with the BOS in February to discuss the input from today and potential projects from this Public Hearing. Bring the results of the Work Session back to a Regular Board Meeting in March at a final Public Hearing to select the project(s) and approve and adopt a Resolution in order the complete the grant application that is due April 1.

Impact of NOT Approving/Alternatives:

We will not receive Federal CDBG Funding for this three year cycle.

To BOS Staff: Document Disposition/Follow-Up:

PPT and documents will be provided prior to the meeting for attachment to this agenda item.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

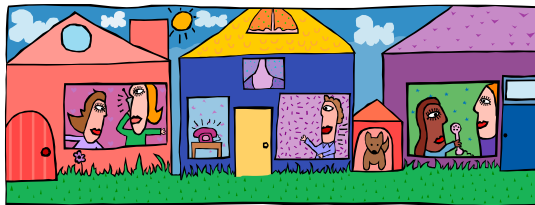
Attachments

CDBG Brochure Public

P2 Display Ad Published



Cochise County Community Development Block Grant Program



Cochise County
Community Development-Grants
1415 Melody Lane, Bldg. G
Bisbee, AZ 85603
(520) 432-9742

Community Development Block Grant (CDBG) funds originate from the U.S. Department of Housing and Urban Development (HUD). HUD monies are distributed to the State Community Development Block Grant Program through the Arizona Department of Housing. The Arizona Department of Housing works in partnership with the regional Councils of Governments to distribute CDBG funds to non-entitlement communities throughout Arizona. The Council of Governments for Cochise County is the Southeastern Arizona Government Organization, better known as SEAGO.

Each year SEAGO develops a Method of Distribution for CDBG funding. The Method of Distribution outlines a sub-region funding rotation for the eight government entities within Cochise County:

Fiscal Year 2016
Cochise County
Town of Duncan
Town of Thatcher
Huachuca City
Town of Patagonia

Fiscal Year 2016 is the next CDBG funding cycle for Cochise County, which is on a 3 year rotation. Depending on the sub-region funding year, each government entity can apply for **approximately \$214,600** in CDBG funding. Funding levels vary each year. Up to 18% can be applied to administration costs.

Cochise County has a Public Participation Process, where individuals and community groups have the opportunity to present a proposed CDBG activity or project to the County Board of Supervisors. Please call the Community Development-Grants office at (520) 432-9742 for further information about the Public Participation Process.

Activities Eligible for CDBG Funding:

- ❖ Public Works & Safety Activities
- ❖ Public & Privately Owned Water System Improvements
- ❖ Public & Privately Owned Wastewater System Improvements
- ❖ Solid Waste Disposal Facilities and Equipment

- ❖ Road/Street Improvements
- ❖ Parking Facilities
- ❖ Flood and Drainage Improvements
- ❖ Fire Protection Facilities and Equipment
- ❖ Community and Supportive Housing Facilities (*Parks, Libraries, Community Centers, Shelters, Group Homes*)
- ❖ Public Service (*Child Care, Health Care, Job Training, Recreation Programs, Services for Senior Citizens, Literacy Training and English-as-a-Second Language*)
- ❖ Neighborhood Revitalization and Redevelopment
- ❖ Housing
- ❖ Job Creation or Retention for Economic Development

Activity or project must meet one (and only one) of the following three National Objectives:

1. LOW-MODERATE INCOME BENEFIT

Area wide Benefit: Service area is primarily residential (at least 60% of the structures are residential) and at least 51% of the residents are of low to moderate-income. Low to moderate income figures derived from the 2014 ACS Census by HUD and broken down by Census Tracts and Block Groups, which defines the service area (area wide benefit) and proves the area contains at least 51% of low to moderate income persons. **Due to changes in calculation, most projects will require a special income survey for the area.**

Limited Clientele Benefit: Automatically considered low-mod when activity benefits a specific target group, of which 51% consists of one or more:

- Low to moderate Income
- Abused children
- Elderly persons
- Battered spouses
- Homeless persons
- Adults with severe disabilities
- Illiterate persons
- Persons living with AIDS
- Migrant farm workers

2. PREVENTION OR ELIMINATION OF SLUMS OR BLIGHT
3. URGENT NEED AND HEALTH HAZARD BENEFIT

All projects must conform to the Arizona Dept. of Housing's Consolidated Plan annual action plan allocation priorities. More info at www.azhousing.gov

CDBG Funded Activities and Projects within Cochise County:

- Elfrida Community Center Improvements and Library Development
- ADA Improvements – County Facilities, Old Bisbee High School
- Bowie Clean-Up Program
- Fry Town Site Curb and Drainage Improvements
- ADA Improvements – County Facilities, Douglas
- Lower Huachuca City Capital Improvement Plan
- Emergency Home Repair Program
- Contribution to the City of Bisbee for Revitalization of the Saginaw Area
- Fry Townsite Street Improvements
- Sunsites Senior Center HVAC, Windows/Doors
- Elfrida Community Center Improvements
- Fry Drainage Way Improvements
- Lead Abatement Program
- Wesleyan Preschool Playground Improvements
- Bowie Fire District Emergency Equipment
- Fry Fire Station ADA improvements
- Owner Occupied Emergency Home Repair
- Bowie Water District Repairs
- Elfrida Water District Repairs

A Public Hearing for members of the public to suggest potential projects located throughout the County is scheduled for January 26, 2016 at 10:00 am at the Regular Board of Supervisors Meeting. The location is 1415 Melody Lane, Building G, Bisbee AZ 85603.

Projects can be submitted via email to:
Lmarra@cochise.az.gov
Or faxed to 520-432-5016

PUBLIC NOTICE

COCHISE COUNTY

Public Hearing Regarding Use of Community Development Block Grant Funds (CDBG)

Cochise County is expected to receive approximately \$214,600 in FY2016 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The County may also apply for FY2016 CDBG funds from the State special projects (SSP) account or Colonia funds. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need.

A public hearing will be held to gather citizen input on the use of CDBG funds. The public hearing will be held on the following date and time:

Tuesday, January 26, 2016

10:00 a.m.

Board of Supervisors Hearing Room
1415 Melody Lane, Building G
Bisbee, AZ 85603

Samples of projects that can use CDBG funds include:

- 1) Public infrastructure (e.g., water, wastewater, street improvements);
- 2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
- 3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
- 4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program, services for seniors or homeless); and
- 5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearing, grievances, the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Lisa M. Marra, Communications and Community Relations Administrator
1415 Melody Lane, Building G
Bisbee, AZ 85603
Telephone: 520-432-9742 Fax: 520-432-5016
Email: Lmarra@cochise.az.gov

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits of services, programs, or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building E, Bisbee, AZ 85603.

**Public Hearings 9.
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

Liquor License Agent Change-Acquisition of Control - Turquoise Valley Golf Course

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an agent change/acquisition of control liquor license application for a series #12 (restaurant) liquor license submitted by Mr. Robert Barnes for Turquoise Valley Golf Course, located at 1794 Newell Road, Naco, AZ 85620.

Background:

Mr. Robert Barnes has applied for a Agent Change - Acquisition of Control liquor license submitted by Mr. Robert Barnes for Turquoise Valley Golf Course, located at 1794 Newell Road, Naco, AZ 85620. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The establishment will require licensure with Cochise County Environmental Health and they will notify the applicant with requirements to obtain the proper permits before operating the business.

Mr. Barnes has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

[Application](#)

[Review Forms](#)

[Affidavit of Posting](#)

[Posting Placard](#)



15 DEC 4 Lir. Dept AM1031
State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

15 NOV 9 Lir. Dept AM1255

DLIC USE ONLY	
Date Processed:	12-1-15
CSR:	SG
60th Day:	2/5/15

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

☒ Agent Change
Complete Sections 1,2,3,4,5 & 7

☒ Acquisition of Control
Complete Sections 1,2, 3 & 7

☐ Restructure
Complete Sections 1,2,3,6 & 7

SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name: Barnes, Robert, Royce
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #
P1075204 06020012
- Owner Name: Turquoise Valley Inc.
(Exactly as it appears on Liquor License) 61020175 Corp File #: 0523040-5
(If applicable)
- Business Name: Turquoise Valley Gof Course
(Exactly as it appears on Liquor License) 8100141 Email: rbuspc@gmail.com
- Business Location Address: 1794 Newell Rd., Naco, Cochise, 85620
(Do not use P.O. Box Number) City COUNTY Zip
- Is the Business located within the incorporated limits of the above City or Town? ☐ Yes ☒ No
- Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
- Mailing Address: PO Box 727, Naco, AZ 85620
City State Zip
- Business Phone: 520-432-7233 Daytime Contact Phone 520-366-6237
- Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☒ Yes ☐ No
If yes, submit a certified copy of minutes.
- Has there been any change of Controlling Persons? ☒ Yes ☐ No If yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change.

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.						
New	Last	First	Middle	Title	Address	City State Zip
<input checked="" type="checkbox"/>	BARNES	Robert	Royce	Pres/Dic	4032 N. Coronado Ave.,	Douglas, AZ 85607
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more						
New	Last	First	Middle	% Owned	Address	City State Zip
<input checked="" type="checkbox"/>	TV LLC			100	4032 N. Coronado Ave,	Douglas 85607
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? ☒ Yes ☐ No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☐ Yes ☐ No

If yes, Name of current Manager: _____

Last

First

Middle

Basic Training

☐

Yes

☐

No

Management Training

☐

Yes

☐

No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted before your application for Agent Change, Acquisition of Control or Restructure can be submitted.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # 06020012

2. Current Agent Name: Campbell, Peter, Joseph-Andre

(Exactly as it appears on license) Last

First

Middle

I, (Print full name) Robert Royce Barnes

hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X Robert Royce Barnes
(Controlling Person/Existing Agent)



ROSA RAMIREZ
Notary Public - Arizona
Cochise County
My Commission Expires
March 2, 2018

County of Cochise

The foregoing instrument was acknowledged before me this

My commission expires on: March 2, 2018

November, 2015
Month Year

Rosa Ramirez
Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☐ NO

If YES, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ MANAGEMENT CO.
☐ TRIBE
☐ TRUST
☐ OTHER (Explain) _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ MANAGEMENT CO.
☐ TRIBE
☐ TRUST
☐ OTHER (Explain) _____

SECTION 7

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) Robert Royce Barnes

hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X Robert Royce Barnes
(Controlling Person/Existing Agent)



ROSA RAMIREZ
Notary Public - Arizona
Cochise County
My Commission Expires
March 2, 2018

County of Cochise

The foregoing instrument was acknowledged before me this

My commission expires on: March 2, 2018

November, 2015
Month Year

Rosa Ramirez
Signature of NOTARY PUBLIC

Corporate Ownership Flow Chart

TV,LLC --- Robert Royce Barnes, *Pres/Dir* 100%

Turquoise Valley, Inc.

Robert Royce Barnes, Managing Member

Robert Royce Barnes
11/5/15



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

NOTIFICATION TO LOCAL GOVERNING BODY

AGENT CHANGE

☐

ACQUISITION OF CONTROL AND AGENT CHANGE

☒

ACQUISITION OF CONTROL

☐

LIQUOR LICENSE NO: 06020012
DATE PROCESSED: 12-7-15

APPLICATION ACCEPTED BY: SG
60TH DAY: 2/5/16

A.R.S. § 4-203.F

If a person other than those persons originally licensed acquires control over a license or licensee, the person shall file notice of the acquisition with the Director within fifteen business days after such acquisition of control and a list of officers, directors or other controlling persons on a form prescribed by the Director. All officers, directors or other controlling persons shall meet the qualifications for licensure as prescribed by this title. On request, the director shall conduct a pre-investigation prior to the assignment, sale or transfer of control of a license or licensee, the reasonable costs of which, not to exceed one thousand dollars, shall be borne by the applicant. The pre-investigation shall determine whether the qualifications for licensure as prescribed by this title are met. On receipt of notice of an acquisition of control or request of a pre-investigation, the Director shall forward the notice within fifteen days to the local governing body of the city or town, if the licensed premises is in an incorporated area, or the county, if the licensed premises is in an unincorporated area. **The Local Governing Body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. If the Director does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability and qualification of the person acquiring control.** Any protest shall be set for a hearing before the Board. Any transfer shall be approved or disapproved within one hundred five days of the filing of the notice of acquisition and control. The person who has acquired control of a license or licensee has the burden of an original application at the hearing, and the board shall make its determination pursuant to section 4-202 and this section with respect to capability, reliability and qualification.

Cochise County



15 DEC 4 Lir. Dept AM1031

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

15 NOV 9 Lir. Dept AM1255

DLIC USE ONLY

Date Processed:

CSR:

60th Day:

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

☒ Agent Change
Complete Sections 1,2,3,4,5 & 7

☒ Acquisition of Control
Complete Sections 1,2, 3 & 7

☐ Restructure
Complete Sections 1,2,3,6 & 7

SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name: Barnes, Robert, Royce
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #
P1075204 06020012
- Owner Name: Turquoise Valley Inc.
(Exactly as it appears on Liquor License) Corp File #: 0523040-5
(If applicable)
- Business Name: Turquoise Valley Golf Course
(Exactly as it appears on Liquor License) Email: rbuspc@gmail.com
B100191
- Business Location Address: 1794 Newell Rd., Naco, Cochise, 85620
(Do not use P.O. Box Number) City COUNTY Zip
- Is the Business located within the incorporated limits of the above City or Town? ☐ Yes ☒ No
- Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No If Yes, what City, Town or Tribal Reservation is this Business located in:
- Mailing Address: PO Box 727, Naco, AZ 85620
City State Zip
- Business Phone: 520-432-7233 Daytime Contact Phone 520-366-6237
- Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☒ Yes ☐ No
If yes, submit a certified copy of minutes.
- Has there been any change of Controlling Persons? ☒ Yes ☐ No If yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change.

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
<input checked="" type="checkbox"/>	BARNES	ROBERT	ROYCE	Pres/Dir	4032 N. Coronado Ave.,	Douglas,	AZ	85607
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
<input checked="" type="checkbox"/>	TV LLC			100	4032 N. Coronado Ave,	Douglas		85607
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

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If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? ☒ Yes ☐ No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☐ Yes ☐ No

If yes, Name of current Manager: _____

Last

First

Middle

Basic Training

☐

Yes

☐

No

Management Training

☐

Yes

☐

No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted before your application for Agent Change, Acquisition of Control or Restructure can be submitted.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

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1. License # 06020012

2. Current Agent Name: Campbell, Peter, Joseph-Andre

(Exactly as it appears on license) Last

First

Middle

I, (Print full name) Robert Royce Barnes

hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X Robert Royce Barnes
(Controlling Person/Existing Agent)



ROSA RAMIREZ
Notary Public - Arizona
Cochise County
My Commission Expires
March 2, 2018

County of Cochise

The foregoing instrument was acknowledged before me this

My commission expires on: March 2, 2018

Month

Year

Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☐ NO

If YES, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ MANAGEMENT CO.
☐ TRIBE
☐ TRUST
☐ OTHER (Explain) _____

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ MANAGEMENT CO.
☐ TRIBE
☐ TRUST
☐ OTHER (Explain) _____

SECTION 7 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) Robert Royce Barnes

hereby declare that I am the APPLICANT filling this application. I have read the application and the contents and all statements are true, correct and complete.

X Robert Royce Barnes
(Controlling Person/Existing Agent)



ROSA RAMIREZ
Notary Public - Arizona
Cochise County
My Commission Expires
March 2, 2018

County of Cochise

The foregoing instrument was acknowledged before me this

My commission expires on: March 2, 2018

Month

Year

Signature of NOTARY PUBLIC

Corporate Ownership Flow Chart

TV,LLC --- Robert Royce Barnes, *Pres/Dir* 100%

Turquoise Valley, Inc.

Robert Royce Barnes, Managing Member

Robert Royce Barnes
11/5/15



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

NOTIFICATION TO LOCAL GOVERNING BODY

AGENT CHANGE

☐

ACQUISITION OF CONTROL AND AGENT CHANGE

☒

ACQUISITION OF CONTROL

☐

LIQUOR LICENSE NO: 060020012
DATE PROCESSED: 12-7-15

APPLICATION ACCEPTED BY: SG
60TH DAY: 2/5/16

A.R.S. § 4-203.F

If a person other than those persons originally licensed acquires control over a license or licensee, the person shall file notice of the acquisition with the Director within fifteen business days after such acquisition of control and a list of officers, directors or other controlling persons on a form prescribed by the Director. All officers, directors or other controlling persons shall meet the qualifications for licensure as prescribed by this title. On request, the director shall conduct a pre-investigation prior to the assignment, sale or transfer of control of a license or licensee, the reasonable costs of which, not to exceed one thousand dollars, shall be borne by the applicant. The pre-investigation shall determine whether the qualifications for licensure as prescribed by this title are met. On receipt of notice of an acquisition of control or request of a pre-investigation, the Director shall forward the notice within fifteen days to the local governing body of the city or town, if the licensed premises is in an incorporated area, or the county, if the licensed premises is in an unincorporated area. ***The Local Governing Body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. If the Director does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability and qualification of the person acquiring control.*** Any protest shall be set for a hearing before the Board. Any transfer shall be approved or disapproved within one hundred five days of the filing of the notice of acquisition and control. The person who has acquired control of a license or licensee has the burden of an original application at the hearing, and the board shall make its determination pursuant to section 4-202 and this section with respect to capability, reliability and qualification.

Cochise County

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For Internal use only:

- ☐ Restaurant/Hotel-Motel
☐ Club/Government
☐ Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Robert Royce Barnes Address: 1794 W. Newell Street
Business Name: Turquoise Valley Golf Course City/Zip: Naco, AZ 85620
Liquor License #: 06020012 Parcel #: 102-55-002
Ownership Type: Inc. Liquor License ☒
Agent Change - ☐
Acquisition of ☐ Special Event Liquor License ☐
Control
Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning
Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐
Use permitted by P&Z? Y ☐ N ☒
Date Permit Issued: N/A
If use not permitted, is it LNC? Y ☒ N ☐

Zoning: R-9 and R-36
Permit#: N/A
Use Permitted: Country Club
Year LNC Established: 1936

- ☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- ☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- ☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: December 16, 2015

Contact phone: 520-803-3960

Email: dflores@cochise.az.gov

Return completed form with any attachments by:

12/23/2015

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Robert Royce Barnes Address: 1794 W. Newell Street
Business Name: Turquoise Valley Golf Course City/Zip: Naco, AZ 85620
Liquor License #: 06020012 Parcel #: 102-55-002
Liquor License ☒ X
Agent Change - Special Event Liquor License ☐
Acquisition of Control
Ownership Type: Inc.
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There have not been a significant number of events in the last 5 years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Mark P. Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 12/16/15

Contact phone: 432-9506

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 12/23/2015

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Robert Royce Barnes Address: 1794 W. Newell Street
Business Name: Turquoise Valley Golf Course City/Zip: Naco, AZ 85620
Liquor License #: 06020012 Parcel #: 102-55-002
Liquor License ☒ X
Agent Change – ☐ Special Event Liquor License ☐
Acquisition of Control
Ownership Type: Inc.
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XXX ☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

THE SECOND HALF IS DUE IN MARCH 2016 AND BECOMES DELIQUENT AFTER MAY 2ND 2016

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 12/15/2015
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 12/23/2015

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Robert Royce Barnes Address: 1794 Newell Rd
Business Name: Turquoise Valley Golf Course City/Zip: Naco, AZ 85620
Liquor License #: 06020012 Parcel #: _____
Ownership Type: LLC Liquor License X Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

We have no issues or concerns with the proposed permit. The establishment is currently licensed with Cochise County Environmental Health.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- ☒ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Carl Hooper Title: Environmental Health Specialist
Signature:  Date: 12/16/2015
Contact phone: (520) 432-9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by: 12/23/2015



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 12/15/15 Date of Posting Removal: 1/4/16

Applicant's Name: Barnes Robert Royce
Last First Middle

Business Address: Turquoise Valley Golf Course
1794 W Newell Street Naco 85620
Street City Zip

License #: 06020012

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

BRETT L. SIPE INSPECTOR (520) 432-9240
Print Name of City/County Official Title Phone Number

Brett L. Sipe 1-4-16
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: 12/15/2015, Tuesday

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Lane Bldg 4, Bisbee AZ **DATE/TIME** 1/26/2016 at 10:00am

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: _____

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

Over the Counter Sale

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Arlethe Rios

of PRESENTER:

TITLE Clerk of the Board

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the over-the-counter sales of tax deed properties remaining unsold following the July 2015 online tax deed land auction and subsequent over-the-counter sales, as set forth in the attached Exhibit A, plus related administrative fees.

Background:

Following Board approval on September 15, 2015 of the July 2015 online land auction sales, staff posted the Unsold Parcels on the county's website and began accepting over-the-counter (OTC) bids.

Two OTC bids have been received and are reflected on the attached report; in addition, the bidder will pay a \$75 administrative fee. The bids and associated payments have been received by BOS office staff for the parcels listed on the report totaling \$1,425.00 (\$1350.00 for bids and \$75 in administrative fees - 1 bidder).

Acceptance of these bid brings the total YTD sales to \$108,342.23.

There are 130 parcels remaining for sale (see attached unsold parcels list).

Department's Next Steps (if approved):

Deposit checks and provide Sold Parcels list to County Treasurer; when funds clear, issue & record deeds.

Impact of NOT Approving/Alternatives:

Properties will not be sold and will not be put back on the County's tax roll.

To BOS Staff: Document Disposition/Follow-Up:

Refer to Dept's Next Steps, above.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐Amount Available: ☐

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Exhibit A

Unsold Parcel List

Auction #	Unit #	Parcel #	Total Parcels	Legal Description	Bid	Minimum Bid	Acres	Zoning	Name	Type of Deed	Address	City, State, Zip Code	Bidders
n/a	31	20309645	1	TWIN LAKES COUNTRY CLUB #9 LOT 5337	\$350.00	350.00	0.40	SR-8	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	1
n/a		20309646	1	TWIN LAKES COUNTRY CLUB #9 LOT 5336			0.33	SR-8	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
	127	40614032	1	COCHISE COLLEGE PARK #11 LOT 4620	1,000.00	1,000.00	0.37	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
		40614033	1	COCHISE COLLEGE PARK #11 LOT 4621			0.41	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
		40614034	1	COCHISE COLLEGE PARK #11 LOT 4622			0.31	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
		40614035	1	COCHISE COLLEGE PARK #11 LOT 4623			0.34	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
		40614036	1	COCHISE COLLEGE PARK #11 LOT 4624			0.34	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
		40614037	1	COCHISE COLLEGE PARK #11 LOT 4625			0.34	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
		40614038	1	COCHISE COLLEGE PARK #11 LOT 4626			0.34	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
		40614039	1	COCHISE COLLEGE PARK #11 LOT 4627			0.34	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	
		40614040	1	COCHISE COLLEGE PARK #11 LOT 4628			0.34	RU-4	Hannelore R Inman	Single Person as Sole Owner	PO Box 181333	Coronado, CA 92178	

Unit ID	Parcel #	Legal Description	Acres	Zoning	Previous Owner Name	Full Cash Value	Current Full Cash Value	Unpaid Taxes	Minimum Unit Bid
1	10328026	VALLEY SPRINGS #3 RE-SUB LOT 3 TR 4	4.38	RU-4	ROYTEZ & NICOLE WASHINGTON	3,200.00	2,240.00	742.94	1,100.00
3	10751317B	KINGS MANOR POR OF LOT 126 BY M&B BEG E79.97' TO POB THN N46DEG 55MIN 01SEC W92.37' S50DEG 40MIN E91.44' S32DEG 26MIN W6.08' TO POB	0.01	SFR-8	K E & G CONSTRUCTION CO	500.00	500.00	2,427.80	250.00
4	10769001G	GOLDEN MEADOWS PT OF LOT 37 BY M&B BEG AT NW COR OF LOT 37 THN E92.2302FT S86FT TO POB THEN E6FT S37FT W6FT N37FT TO POB	0.01	R-36	ROBERT L WALKER	750.00	750.00	753.74	375.00
11	12202237	AZ SUN SITES #3 LOT 5 BLK 346	4.38	SR-43	VALENTINA REKEVICS	1,000.00	1,000.00	387.90	3,500.00
16	12206218	AZ SUN SITES #3 LOT 2 BLK 406	2.07	SR-43	MILES D SCHULZE	500.00	500.00	268.83	1,500.00
21	20107234	WINCHESTER HGTS LOT 234	0.55	R-36	GEORGE WEAVER & EDWARD E WEAVER & ROBERT BROOMFIELD & ROGER BROOMFIELD	3,000.00	3,000.00	603.62	1,500.00
32	20328095	WILLCOX NLY 10' OF LOT 12 & SLY 30' OF LOT 13 BLK 13 BY M&B BEG AT S29DEG 54MIN W10' FROM SE COR OF LOT 13 BLK 13 WILLCOX TWNS N60DEG 06MIN W150' N29DEG 54MIN E40' S60DEG 06MIN E150' S29DEG 54MIN W40' TO BEG	0.14		RAMIRO B & MARIA M FLORES	1,204.00	29,002.00	7,626.28	10,000.00
42	20350184	TWIN LAKES COUNTRY CLUB #4 LOT 1491	0.22		JOHN E ANDERSON	265.00	265.00	722.36	500.00
	20350185	TWIN LAKES COUNTRY CLUB #4 LOT 1492	0.22		JOHN E ANDERSON	265.00	265.00	722.36	
48	20352367	TWIN LAKES COUNTRY CLUB #6 LOT 2438	0.25	SR-8	BABOUCARR M O FAAL	265.00	265.00	234.62	500.00
	20352377	TWIN LAKES COUNTRY CLUB #6 LOT 2448	0.25	SR-8	ALI SAAD	265.00	265.00	220.06	
50	20352396	TWIN LAKES COUNTRY CLUB #6 LOT 2467	0.25	SR-8	USALANDSALE.COM LLC	265.00	265.00	220.06	500.00
	20352397	TWIN LAKES COUNTRY CLUB #6 LOT 2468	0.25	SR-8	USALANDSALE.COM LLC	265.00	265.00	220.06	
55	20416032	LA PLAYA EST #1 LOT 32 BLK 1	0.37	R-9	ANTJE GOCKENBACH	500.00	500.00	375.82	250.00
59	20420112	LA PLAYA EST #2 LOT 30 BLK 20	0.38	R-9	DR ELLIOTT K MASSEY	500.00	500.00	274.64	250.00
61	20511129	AZ SUN SITES #7 LOT 9 BLK 741	0.86	SR-22	ANTHONY DELELLO	1,000.00	800.00	425.59	400.00
63	20607115	AZ SUN SITES #6 LOT 28 BLK 656	0.83	SR-22	DOUGLAS H & JEANETTE A MATTESON	600.00	600.00	419.93	800.00
	20607116	AZ SUN SITES #6 LOT 29 BLK 656	0.83	SR-22	DOUGLAS H & JEANETTE A MATTESON	600.00	600.00	419.93	
66	20607225	AZ SUN SITES #6 LOT 4 BLK 660	0.26	GB	MONICA AHERN	4,025.00	4,025.00	411.70	750.00
68	20608083	AZ SUN SITES #6 LOT 3 BLK 667	0.85	SR-22	CARMEN ANN (BURNS) MALUVIUS C/O TERENCE BURNS	600.00	600.00	529.26	800.00
	20608084	AZ SUN SITES #6 LOT 4 BLK 667	0.85	SR-22	ABDUL RAHMAN	600.00	600.00	419.93	
69	20608168	AZ SUN SITES #6 LOT 28 BLK 670	0.87	SR-22	OREN EUGENE & NADEE BARKER MASTER TRUST	600.00	600.00	350.40	1,000.00
	20608169	AZ SUN SITES #6 LOT 29 BLK 670	1.39	SR-22	WILLIAM & CAROLINE L ARLETH	1,200.00	1,200.00	1,761.43	
90	30560003	SUNNY ACRES OF ARIZONA #1 LOT 33	1.09	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	5,000.00
	30560004	SUNNY ACRES OF ARIZONA #1 LOT 32	1.15	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560006	SUNNY ACRES OF ARIZONA #1 LOT 30	1.09	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560007	SUNNY ACRES OF ARIZONA #1 LOT 29	1.09	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560008	SUNNY ACRES OF ARIZONA #1 LOT 28	1.09	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560011	SUNNY ACRES OF ARIZONA #1 LOT 25	0.96	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560012	SUNNY ACRES OF ARIZONA #1 LOT 24	1.02	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560013	SUNNY ACRES OF ARIZONA #1 LOT 23	1.03	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560014	SUNNY ACRES OF ARIZONA #1 LOT 22	0.97	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560015	SUNNY ACRES OF ARIZONA #1 LOT 21	0.97	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560016	SUNNY ACRES OF ARIZONA #1 LOT 20	0.97	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
91	30560017	SUNNY ACRES OF ARIZONA #1 LOT 12	1.05	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	4,500.00
	30560018	SUNNY ACRES OF ARIZONA #1 LOT 13	1.03	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560019	SUNNY ACRES OF ARIZONA #1 LOT 14	1.02	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560020	SUNNY ACRES OF ARIZONA #1 LOT 15	1.09	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560021	SUNNY ACRES OF ARIZONA #1 LOT 16	1.09	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560022	SUNNY ACRES OF ARIZONA #1 LOT 17	1.02	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,200.00	1,812.40	
	30560034	SUNNY ACRES OF ARIZONA #1 LOT 10	1.30	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,049.00	1,812.40	
	30560035	SUNNY ACRES OF ARIZONA #1 LOT 11	1.02	RU-4	CONTINENTAL SERV CORP TR#9754 AKA #99754	1,325.00	3,049.00	1,812.40	
102	40153033	SUN SITES RANCHES #3 LOT 33 BLK 36	5.03	RU-4	ROBERT L W & HELEN R HOENER C/O BRUCE R. HOENER	10,000.00	14,400.00	1,705.40	2,800.00
103	40153056	SUN SITES RANCHES #3 LOT 56 BLK 36	5.03	RU-4	JOHN & MILDRED WIER	10,080.00	10,080.00	2,665.93	2,800.00
104	40153070	SUN SITES RANCHES #3 LOT 70 BLK 36	5.03	RU-4	LARRY S & JUNE R MEADOR	10,080.00	10,080.00	2,464.80	8,000.00
	40153076	SUN SITES RANCHES #3 LOT 76 BLK 36	5.03	RU-4	CLAYBURN & L ANN WESTBROOK C/O DON WESTBROOK	14,400.00	10,080.00	4,085.13	
	40153084	SUN SITES RANCHES #3 LOT 84 BLK 36	5.03	RU-4	LLOYD D TODD	10,000.00	14,400.00	2,966.78	
	40153085	SUN SITES RANCHES #3 LOT 85 BLK 36	5.03	RU-4	EMANUEL M & MARION FISHER C/O JUDITH WILSON	10,000.00	14,400.00	1,769.20	
105	40153107	SUN SITES RANCHES #3 LOT 107 BLK 36	5.02	RU-4	W L & MARY E GREER	14,400.00	10,080.00	3,399.00	4,000.00
	40153109	SUN SITES RANCHES #3 LOT 109 BLK 36	5.02	RU-4	THOMAS R CONLON	10,000.00	14,400.00	617.20	
106	40153113	SUN SITES RANCHES #3 LOT 1 BLK 35	5.02	RU-4	JAMES F & KATHLEEN I COMBS	10,000.00	14,400.00	3,378.94	2,000.00
107	40321008A	IN NWNWNW BEG AT NW COR OF SEC 15 E229.26' S285' TO POB THN E236.56' N49' W236.56' S49' TO BEG SEC 15-20-26	0.24	R-18	MARIO SIERRA	871.00	488.00	671.45	250.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Previous Owner Name	Full Cash Value	Current Full Cash Value	Unpaid Taxes	Minimum Unit Bid
108	40444028	VALLEY SPRINGS #6 LOT 99	1.00	RU-4	INTER-AMERICA ENTERPRISES INC	2,000.00	2,000.00	1,762.37	800.00
	40444029	VALLEY SPRINGS #6 LOT 98	1.00	RU-4	INTER-AMERICA ENTERPRISES INC	2,000.00	2,000.00	1,743.92	
109	40546002	REPORT OF SURVEY BK 2 PG 88 AKA SILVER CREEK RANCH LOT 25 SEC 14 22 29	40.16	RU-4	K & R RANCH LLC	500.00	20,000.00	12,597.97	10,000.00
	40546006	REPORT OF SURVEY BK 2 PG 88 AKA SILVER CREEK RANCH LOT 29 SEC 14 22 29	40.26	RU-4	K & R RANCH LLC	500.00	20,000.00	13,657.09	
110	40546004	REPORT OF SURVEY BK 2 PG 88 AKA SILVER CREEK RANCH LOT 27 SEC 14 22 29	40.00	RU-4	K & R RANCH LLC	500.00	20,000.00	15,849.76	5,000.00
111	40546016	REPORT OF SURVEY BK 2 PG 88C AKA SILVER CREEK RANCH LOT 39 SEC 22 22 29	39.94	RU-4	LAMBEER LLC	15,971.00	20,000.00	7,578.01	10,000.00
	40546017	REPORT OF SURVEY BK 2 PG 88C AKA SILVER CREEK RANCH LOT 40 SEC 22 22 29	39.99	RU-4	LAMBEER LLC	15,994.00	20,000.00	7,578.01	
115	40566894	POR OF SEC 23 & 24 T22 R26 FORMERLY KNOWN AS CASA ADOBE # 2 REC IN BK6 PG49A-I SHTS 1-10 & PARTIALLY ABAND IN BK13 PG43A-1	283.74	RU-4	HOLLIS B & MANON E ROBERTS	96,972.00	96,972.00	40,000.00	15,000.00
	40567597	CASA ADOBE #2 LOT 6 BLK 43 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.15	SR-8	FRED D ROLL	150.00	150.00	236.42	
	40567598	CASA ADOBE #2 LOT 5 BLK 43 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.15	SR-8	FRED D ROLL	150.00	150.00	236.42	
	40567599	CASA ADOBE #2 LOT 4 BLK 43 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.15	SR-8	FRED D ROLL	150.00	150.00	236.42	
	40567600	CASA ADOBE #2 LOT 3 BLK 43 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.15	SR-8	FRED D ROLL	150.00	150.00	236.42	
117	40567581	CASA ADOBE #2 LOT 25 BLK 42 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.15	SR-8	JAMES D & JO ANN STALNAKER	150.00	150.00	650.66	500.00
	40567582	CASA ADOBE #2 LOT 26 BLK 42 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.15	SR-8	JAMES D & JO ANN STALNAKER	150.00	150.00	667.93	
	40567583	CASA ADOBE #2 LOT 27 BLK 42 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.15	SR-8	JAMES D & JO ANN STALNAKER	150.00	150.00	667.93	
	40567584	CASA ADOBE #2 LOT 28 BLK 42 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.15	SR-8	JAMES D & JO ANN STALNAKER	150.00	150.00	667.93	
118	40568033	VALLEY SPRINGS #6 LOT 47	4.71	RU-4	INTER-AMERICA ENTERPRISES INC	9,000.00	9,000.00	4,944.65	8,000.00
	40568034	VALLEY SPRINGS #6 LOT 49	4.71	RU-4	INTER-AMERICA ENTERPRISES INC	9,000.00	9,000.00	4,944.65	
	40568035	VALLEY SPRINGS #6 LOT 50	4.71	RU-4	INTER-AMERICA ENTERPRISES INC	9,000.00	9,000.00	4,836.16	
	40568038	VALLEY SPRINGS #6 LOT 64	4.41	RU-4	INTER-AMERICA ENTERPRISES INC	9,000.00	9,000.00	4,920.51	
	40568039	VALLEY SPRINGS #6 LOT 65	4.15	RU-4	INTER-AMERICA ENTERPRISES INC	9,000.00	9,000.00	4,896.42	
	40568040	VALLEY SPRINGS #6 LOT 46	4.84	RU-4	WARD C & MARGARET L TOLLZIEN	9,000.00	9,000.00	4,357.44	
119	40568041	VALLEY SPRINGS #6 LOT 45	2.72	RU-4	INTER-AMERICA ENTERPRISES INC	7,000.00	7,000.00	3,615.88	2,000.00
122	40613531	COCHISE COLLEGE PARK #11 LOT 5485	0.16	MH-72	DONALD H & VIOLET P LEROY	378.00	378.00	293.24	175.00
124	40613775	COCHISE COLLEGE PARK #11 LOT 5025	0.34	SR-12	ROBERT J & JEAN GREENE	504.00	504.00	376.05	250.00
128	40614042	COCHISE COLLEGE PARK #11 LOT 4630	0.29	RU-4	RICHARD A BOISSELLE	504.00	504.00	425.11	400.00
	40614043	COCHISE COLLEGE PARK #11 LOT 4631	0.34	RU-4	RICHARD A BOISSELLE	504.00	504.00	425.11	
129	40614204	COCHISE COLLEGE PARK #11 LOT 4984	0.34	RU-4	SAMER & SALEM ZETO	504.00	504.00	263.66	800.00
	40614205	COCHISE COLLEGE PARK #11 LOT 4983	0.34	RU-4	SAMER & SALEM ZETO	504.00	504.00	264.74	
	40614206	COCHISE COLLEGE PARK #11 LOT 4982	0.34	RU-4	SAMER & SALEM ZETO	504.00	504.00	264.74	
	40614207	COCHISE COLLEGE PARK #11 LOT 4981	0.34	RU-4	SAMER & SALEM ZETO	504.00	504.00	264.74	
138	40623406	COCHISE COLLEGE PARK #6 LOT 968	0.15	MH-72	MICHAEL S GREIG	2,375.00	15,841.00	1,904.47	2,500.00
150	40627209	COCHISE COLLEGE PARK #9 LOT 2295	0.18	MH-72	RICHARD A BOISSELLE	375.00	375.00	368.29	175.00
159	40628044	COCHISE COLLEGE PARK #10 LOT 4194	0.19	MH-72	HOWARD A & EILEEN T HIXSON	375.00	375.00	309.76	175.00
163	40628356	COCHISE COLLEGE PARK #10 LOT 4436	0.19	MH-72	W L & ADELAIDE SHELEY	375.00	375.00	276.82	175.00
165	40629092	COCHISE COLLEGE PARK #10 LOT 3436	0.30	SR-12	VIOLET C ALLEN	500.00	500.00	748.69	600.00
	40629094	COCHISE COLLEGE PARK #10 LOT 3438	0.41	SR-12	LAND & LIGHTS LLC	500.00	500.00	361.03	
	40629095	COCHISE COLLEGE PARK #10 LOT 3439	0.30	SR-12	LAND & LIGHTS LLC	500.00	500.00	326.78	
166	40630137	CORONADO DEVELOPMENT AMENDED LOT 128	5.34	RU-4	ROY E & GENEVIEVE KOMMER	3,750.00	3,750.00	3,003.48	3,000.00
168	40630248	CORONADO DEVELOPMENT AMENDED LOT 276	4.99	RU-4	VERDE SPRINGS WATER COMPANY	5,000.00	3,750.00	2,605.86	5,000.00
	40630254	CORONADO DEVELOPMENT AMENDED LOT 282	5.10	RU-4	VERDE SPRINGS WATER COMPANY	5,000.00	3,750.00	2,605.86	
170	40630295	CORONADO DEVELOPMENT AMENDED LOT 295	4.75	RU-4	VERDE SPRINGS WATER COMPANY	5,000.00	3,750.00	2,605.86	6,000.00
	40630296	CORONADO DEVELOPMENT AMENDED LOT 296	3.51	RU-4	MILDRED L GRIMSLEY	5,000.00	3,750.00	2,251.92	
	40630301	CORONADO DEVELOPMENT AMENDED LOT 301	5.05	RU-4	JUDITH N GULICH	5,000.00	3,750.00	2,627.92	
171	40630306	CORONADO DEVELOPMENT AMENDED LOT 306	5.05	RU-4	VERDE SPRINGS WATER COMPANY	5,000.00	3,750.00	2,605.86	3,000.00
173	40772003	COCHISE COLLEGE EST #2 LOT 705	0.22	SR-12	LLOYD J MURPHY	504.00	504.00	295.32	250.00
174	40772060	COCHISE COLLEGE EST #2 LOT 592	0.21	SR-12	JOSHUA & ROSANNE FOWKES	504.00	504.00	622.72	250.00
175	40772088	COCHISE COLLEGE EST #2 LOT 487	0.23	SR-12	FOREST H JR & MARTHA S HARWOOD	504.00	504.00	1,112.53	250.00
176	40772106	COCHISE COLLEGE EST #2 LOT 655	0.23	SR-12	NATIONAL INVESTMENT CO	504.00	504.00	1,079.22	250.00
177	40772394	COCHISE COLLEGE EST #2 LOT 952	0.13	SR-12	LARRY WILLIAMS C/O DIANE K LEGG	378.00	378.00	307.58	175.00
178	40772409	COCHISE COLLEGE EST #2 LOT 893	0.13	SR-12	EVERETT S & JOSEPHINE E BACON & BEVERLY A SMITH	378.00	378.00	263.48	175.00
179	40772422	COCHISE COLLEGE EST #2 LOT 885	0.13	SR-12	EVERETT S & JOSEPHINE E BACON C/O BEVERLY A SMITH	378.00	378.00	263.48	300.00
	40772423	COCHISE COLLEGE EST #2 LOT 884	0.13	SR-12	EVERETT S & JOSEPHINE E BACON C/O BEVERLY A SMITH	378.00	378.00	263.48	
181	40773006	COCHISE COLLEGE PARK LOT 6	0.18	SR-12	HUGH PENDERGRASS	500.00	500.00	218.99	250.00
182	40773049	COCHISE COLLEGE PARK W2 LOT 787	0.25	SR-12	ESTHER R MCLEOD & ALICE A MCLEOD	504.00	504.00	617.41	400.00
	40773049A	COCHISE COLLEGE PARK E2 LOT 787	0.25	SR-12	ESTHER R MCLEOD & ALICE A MCLEOD	504.00	504.00	617.41	
183	40773065	COCHISE COLLEGE PARK LOT 811	0.50	SR-12	BARRY DEAN LANDON	755.00	755.00	144.45	375.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Previous Owner Name	Full Cash Value	Current Full Cash Value	Unpaid Taxes	Minimum Unit Bid
185	40774045	COCHISE COLLEGE PARK THE N 4' OF LOT 72	0.01	SR-12	M J & CHRISTINE SCARINZI	504.00	504.00	271.52	250.00
190	40775035	COCHISE COLLEGE PARK #2 LOT 899	0.21	SR-12	ALFRED T & LAURIE J MORRISON	504.00	504.00	769.68	250.00
192	40775191	COCHISE COLLEGE PARK #2 LOT 1039	0.23	SR-12	ESTHER N LOOMIS	504.00	504.00	285.14	250.00
193	40776053	COCHISE COLLEGE PARK #2 LOT 1205	0.21	SR-12	VALERIE KENT	504.00	504.00	228.39	250.00
194	40776058	COCHISE COLLEGE PARK #2 LOT 1210	0.21	SR-12	COCHISE COLLEGE C/O COCHISE COLLEGE FOUNDATION	504.00	504.00	361.94	250.00
195	40776100	COCHISE COLLEGE PARK #2 LOT 1286	0.18	SR-12	LAMAR C & FRANCES M MICHAELS	504.00	504.00	310.13	250.00
196	40776106	COCHISE COLLEGE PARK #2 LOT 974	0.25	SR-12	FLORENCE G LARSON	504.00	504.00	677.55	600.00
	40776107	COCHISE COLLEGE PARK #2 LOT 975	0.25	SR-12	FLORENCE G LARSON	504.00	504.00	677.55	
	40776108	COCHISE COLLEGE PARK #2 LOT 976	0.25	SR-12	FLORENCE G LARSON	504.00	504.00	677.55	
197	40776158	COCHISE COLLEGE PARK #2 LOT 1064	0.23	SR-12	MARTIN A & ELIZABETH E PETTY	504.00	504.00	214.20	250.00
198	40776177	COCHISE COLLEGE PARK #2 LOT 1126	0.21	SR-12	MAY L CORSON	504.00	504.00	447.13	250.00
199	40777033	COCHISE COLLEGE EST LOT 45	0.22	SR-12	NATIONAL INVESTMENT CO	504.00	504.00	1,079.22	250.00
201	40777293	COCHISE COLLEGE EST LOT 275	0.21	SR-12	DONALD A & CAROL L DILL	504.00	504.00	285.14	250.00
207	40828078	DOUGLAS LOT 25 BLK 139	0.08		THE ESTATE OF ANDERSON BROWN	24,327.00	20,222.00	6,962.07	15,000.00
208	40829049	DOUGLAS S 30' 6IN OF N 80' OF LOTS 17 18 19 20 BLK 134	0.07		RAFAELA Q BONO C/O BEAUDOIN	24,327.00	26,202.00	3,578.65	7,000.00
209	40929018A	MUSGRAVE LOTS 10 & 11 BLK 12	0.31	R-9	CONSUELO DOMINGUEZ & JORGE LUNA ESPINOZA	10,000.00	10,000.00	2,783.82	2,500.00
210	41016100	OVERLOCK LOTS 6 7 8 9 BLK 16	0.65		ROGER K & VERNALENE M HAYNIE	43,939.00	34,520.00	40,552.41	15,000.00
211	41016112	OVERLOCK LOTS 13 THRU 24 INC BLK 18	1.96	R-9	RENEE LEATRICIA PUZZI	22,313.00	22,313.00	7,592.94	4,500.00
212	41016157A	OVERLOCK LOTS 15 THRU 18 INC BLK 29	0.65	R-9	RENEE LEATRICIA PUZZI	3,063.00	3,063.00	2,084.99	800.00
213	41016158C	OVERLOCK LOTS 1 2 & 3 LOTS 19 THRU 24 BLK 30	1.47	R-9	RENEE LEATRICIA PUZZI	17,850.00	17,850.00	7,883.46	4,500.00
214	41016162	OVERLOCK LOTS 13 THRU 24 INC BLK 31	1.96	R-9	RENEE LEATRICIA PUZZI	6,563.00	6,563.00	3,890.39	1,500.00

Action 11.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 01/26/2016

Stone Garden Grant Approval

Submitted By: Ken Foster, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:

NAME Ken Foster
of PRESENTER:

TITLE Lieutenant
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate ARS 11-441
or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Stone Garden Agreement 15-AZDOHS-OPSG-150401-03 between the Arizona Department of Homeland Security (AZDOHS) and the Cochise County's Sheriff's Office for overtime and mileage in support of the Border Patrol's mission against illegal immigration and drug smuggling in the amount of \$1,000,000 for the period of January 1, 2016 through December 31, 2016.

Background:

The Sheriff's Office has a re-occurring contract for funding in Operation Stone Garden. The funding is to be utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to place and dispatch additional resources (patrol units and detectives) in the field to locate, monitor, arrest and/or detain subjects and suspects involved in the above illegal activity. The funding also allows the Sheriff's Office to patrol remote areas of the county (like Portal AZ) during this operation/detail; where regular on duty patrol units cannot due to calls for service in more populated areas of the county. Units working the Stone Garden Operations main function(s) are to look for and combat the abovementioned illegal activities; however, the additional units are also available to assist the public as necessary.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will start/continue to participate with the US Border Patrol in Operation Stone Garden. Also, the Sheriff's Office will purchase the already approved (through the US Border Patrol and DOHS) equipment that will be utilized in the operations.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will not be a participant in this program. Further, numerous other operations/multi-agency details to assist in combating illegal immigrant and drug smuggling are funded through Operation Stone Garden and without approval, the Sheriff's Office will no longer be able to participate in these details/operations.

To BOS Staff: Document Disposition/Follow-Up:

Please return two copies with original signatures to the Sheriff's Office.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**
Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

County OH subsidy is \$169,100.

Attachments

Contract

Grant Approval Form

SUBRECIPIENT AGREEMENT
Operation Stonegarden Grant Program – Overtime and Mileage

15-AZDOHS-OPSG-150401-03

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

**The Arizona Department of Homeland Security
And
The Cochise County Sheriff's Office**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

The Cochise County Sheriff's Office

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 1, 2016** and shall terminate on **December 31, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**OPSG Overtime and Mileage**" and funded at

\$ 1,000,000 (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

a) Provide up to **\$ 1,000,000** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

Environmental Planning and Historic Preservation

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
 - 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements.

The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS.

The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:

The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article Q - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article R - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article S - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

Article T - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article U - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article W- Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article Y - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AA - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AB - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article AC - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

Article AD- Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908,

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article AF - Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article AG - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Sheriff Mark Dannels

Enter Title, First & Last Name Above

Cochise County Sheriff's Office

Enter Agency Name Above

205 N. Judd Drive

Enter Street Address Above

Bisbee, AZ 85603

Enter City, State, ZIP Above

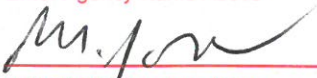
XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office

Enter Agency Name Above



Authorized Signature Above

Mark Dannels, Sheriff

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

Pat Call, Chairperson

ATTEST:

Arlethe G. Rios, Clerk of the Board

APPROVED AS TO FORM:

Lauri Owen, Civil Deputy County Attorney

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.